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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.1464 OF 1987

Canara Bank)..Plaintiffs

Versus

M/s.Prashant Traders and others)..Defendants

Mr.R.C. Dubey i/b.Sanjeev Kanchan for the Plaintiffs.

None present for the Defendants.

CORAM : SMT. NISHITA MHATRE, J.

DATED : 22ND MARCH 2006

P.C.:

. The Plaintiffs had given the Defendants the facility of open Cash Credit with a limit of Rs.6,00,000/-. A Demand Promissory Note was executed by Defendant No.4 on behalf of Defendant No.1 firm. This Promissory Note was executed on 11th October 1985 for a sum of Rs.6,00,000/-. It appears that with this facility a Letter of Guarantee was also issued by Defendant Nos.2 to 6. However, the Defendants have not honoured the bill of exchange by repaying the money. According to the Plaintiffs, an amount of Rs.6,56,683.92 together with interest is due and payable to the Plaintiffs.

2. An affidavit by way of examination in chief of

the Senior Manager of the Plaintiff Bank is filed in support of the case made out in the pleadings. The Plaintiffs have also filed the original documents along with the list in support of their case.

3. Nobody appears for the Defendants though served.

4. A perusal of the affidavit in lieu of examination in chief and documents indicates that the case pleaded by the Plaintiffs has been established.

5. In these circumstances, Plaintiffs are entitled to a decree as prayed for. Hence, decree in terms of prayer clause (a) of the Plaint.

6. Refund as per the Rules.